is a concurrent remedy at law. By analogy, if the right to bring a legal action for fraud is barred, the right to enforce a trust should also be barred. There are some cases which hold, on the other hand, that the Statute of Limitations is not applicable to trusts arising by operation of law, *i. e.*, constructive trusts. *Ackley* v. *Croucher*, 203 Ill. 530, 68 N. W. 86; *Canada* v. *Daniel*, 175 Mo. App. 55, 157 S. W. 1032; but these cases are in the minority.

VENDOR AND PURCHASER—ESTOPPEL BY PLAT.—Lands were laid out in accordance with a plat, with reference to which the plaintiff and defendant purchased. Their respective purchases were located on the opposite sides of a platted street, and abutted on it. Before defendant purchased, plaintiff had fenced in that part of the street now in controversy, and has maintained his fence for more than five years. A statute provides that any street unopened to the public for five years after authority to open same is thereby vacated; and plaintiff, relying on this statute, sues to quiet title to the part of the street fenced by him. *Held*, defendant gained an easement in the platted street by the principle of estoppel which operated to defeat any right of plaintiff, who held under the original grantor, and that the rights of defendant were in no way affected by the statute which had operated to extinguish the rights of the public. *Van Buren* v. *Trumbull* (Wash. 1916), 159 Pac. 891.

That the defendant, as here laid down, acquired an easement in the street by an estoppel which would operate against the grantor, and all holding under him, is well settled. *In Re City of New York*, 82 N. Y. Supp. 417; *Matter of Mayor*, 83 App. Div. (N. Y.) 513; *Sipe* v. *Alley*, 117 Va. 819, 86 S. E. 122; *Gibson* v. *Gross*, 142 Ga. 104, 84 S. E. 373; *Rupprecht* v. *St. Mary's Church Society*, 115 N. Y. Supp. 926, affirmed 198 N. Y. 576; *Poore* v. *Greer*, 22 Del. 220, 65 Atl. 767; *Franklin Ins. Co.* v. *Cousens*, 127 Mass. 258; *Dill* v. *Board of Education*, 47 N. J. Eq. 421; as is also the principle that this private easement is unaffected by the termination of the public right, however caused, *Hoskins* v. *Wathen Bro. Co.*, 20 Ky. L. Rep. 814, 47 S. W. 595; *Douthitt* v. *Canaday, Gilliun & Key*, 24 Ky. L. Rep. 2159, 73 S. W. 757; *Carrol* v. *Asbury*, 28 Pa. Super. Ct. 354; *Shelter* v. *Wetzel*, 242 Pa. 355, 89 Atl. 455; *Swedish Church* v. *Jackson*, 229 Ill. 506, 82 N. E. 348. The plaintiff claimed to have acquired a title by operation of the Statute of Limitations. It would appear from the report that the possession was exclusive, but it is not apparent when it was begun. It is difficult to find any color of right in the plaintiff except that relied upon, but the conclusion reached by the court is based upon the doctrine of estoppel, which, of course, would be no answer to one claiming an original title, acquired by adverse user for the statutory period.

WILLS—CODICIL AS RE-PUBLICATION OF PROVISION CANCELLING DEBTS.—On exceptions to final account of executors for not including in the assets $32,000.00 loaned one of them in 1910 and secured by mortgage, it was contended that the debt was cancelled by the words "any indebtedness to me is hereby

cancelled" contained in the will made in 1906, because of the codicil of 1911, stating "I have read over and resealed this will each summer before leaving home, and now wish to make the following changes," but not referring to the clause first above quoted. *Held,* that the will and codicils manifested no intent to cancel the mortgage debt, and that the executors were liable therefor. *Edwards' Estate,* (Pa. 1916), 98 Atl. 879.

The court recognizes the accepted rule that the codicil makes the will speak from the date of the codicil, but puts its decision on the qualification (quoting JARMAN, WILLS (6th Eng. Ed. 1910) 203), that "Although it is true that a codicil confirming a will makes the will for many purposes to bear the date of the codicil, yet this rule is subject to the limitation that the intention of the testator be not defeated thereby. If, therefore, the testator, in making his will, obviously means its provisions to apply to a state of circumstances existing at its date, republication will not make its provisions apply to the state of circumstances existing at the date of the codicil." The court also relies on *Alsop's Appeal,* 9 Pa. 384. The cases on the exact point involved in the principal case are not numerous, only the following have been found: *Smith* v. *Coale,* 4 Pa. 376, where a son-in-law contended that a loan to him was cancelled by the republication of a will which contained the provision, "I give to my daughter, E, the wife of J. S., exclusive of what I advanced her and her husband, and of the money her husband has since received from me, $3,325.00, to be paid her one year after my decease." Although the codicil related to another subject, the court held the debt cancelled, saying, "the legal operation of the codicil to republish the will, can only be negatived by the contents of the codicil itself showing by internal evidence, not that such an intention had no existence, but that a contrary intent was entertained." The provision in *Van Alstyne* v. *Van Alstyne,* 28 N. Y. 375, was, "I release and acquit all and each of my children from any charge I have made against them, or either of them." The court held that the codicil made the will speak from the date of the codicil, and all "charges" would be released, but that the word "charges" was not broad enough to embrace a promissory note of one of the children, held by the testator. But in *Rhodes* v. *Rhodes,* 176 Ill. App. 533, a codicil dated two years after a note had been given, was held to discharge the note by republishing the will which declared that, "no note, check, book-account, or other evidence of indebtedness shall be charged against any of my children, unless so stated in the body of the writing"; the note in question had no such notation.

WILLS—SPECIFIC PERFORMANCE OF CONTRACT TO MAKE A WILL.—In accordance with a parol agreement that A should reside with and care for them, B and C, his parents, executed and delivered their joint will, to become operative upon the death of the survivor. A carried out his agreement for fifteen years, until his death, after which, in spite of offers by the wife of A to continue the agreement, B and C left the home of A, to reside with others of their children. The father survived the son only a few months, but between their respective deaths, a new will was made by the father an-